

TEMPORARY GRADING EASEMENT

THIS TEMPORARY GRADING EASEMENT (the "Agreement") is made and effective by and between the City of Milton, a Wisconsin municipal corporation ("Grantor"), and JSLB, Inc., a Wisconsin corporation, and its successors and assigns ("Grantee").

WHEREAS, Grantor is the owner of that certain real property located in the City of Milton, Wisconsin, and more particularly described on the attached Exhibit A; and

WHEREAS, Grantee is the owner of that certain real property located in the City of Milton, Wisconsin, which is adjacent to the Grantor Parcel and more particularly described on attached Exhibit B ("Grantee Parcel"); and

WHEREAS, Grantor desires to grant to Grantee, and its successors and assigns, a temporary grading easement ("Grading Easement") for the purposes related to Grantee's construction of self-storage facilities on Grantee's Property pursuant to and in compliance with approvals for said construction issued by Grantor.

NOW THEREFORE, in consideration of the mutual covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to create the following easement.

1. **Recitals.** The terms and provisions of the recitals set forth above are hereby incorporated by reference into this Agreement.
2. **Grant of Easement.** The Grantor hereby grants to the Grantee, its employees, contractors, agents, invitees, successors and assigns, a Grading Easement for grading purposes in and to the Grantor's Parcel over the areas depicted on attached Exhibit C and as legally described on attached Exhibit D ("the Easement Area").
3. **Use of Easement.** The Grantee, or its agents, contractors, engineers, and employees shall have the right of ingress and egress at or below the ground surface of the Easement Area, including the right to operate any necessary equipment thereon in the Easement Area. All grading performed by Grantee in the Easement Area shall be at Grantee's expense.

Return to and Drafted By:
Attorney Vernon J. Jesse
Murphy Desmond S.C.
P.O. Box 2038
Madison, WI 53701-2038

Tax Parcel No.

The Grantee shall obtain and comply with all permits necessary to perform the work, including, but not limited to, erosion and stormwater permits, and shall hold the Grantor harmless from and for, any enforcement actions brought by any enforcement agency.

The Grantor hereby covenants not to erect any structure upon the Grantor Parcel that would in any way interfere with Grantee's use of said easement. The Grantor retains the full right to the use of the Easement Area subject only to the exercise of the specified rights of the Grantee in the Easement Area.

4. **Commencement and Termination.** This Grading Easement shall commence on the date hereof and shall terminate upon completion of grading and restoration, but no later than August 31, 2021. All work, maintenance, operations and other actions shall be carried out in a workmanlike manner and in compliance with approvals from Grantor for Grantee's construction of improvements.
5. **Successors and Assigns.** The provisions of this Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, successors and assigns and the provisions contained herein shall be covenants running with the land for the benefit of the Grantor, Grantee and their respective heirs, successors and assigns. The parties hereto agree to record an original of this Agreement with the Office of the Register of Deeds for Rock County, Wisconsin.
6. **Severability.** The invalidity of any provision of this Agreement, or of its application to any person or circumstances as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof and each term, covenant, condition and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
7. **Indemnification.** Grantee hereby indemnifies Grantor for any claims and/or liability to the extent arising from Grantee's actions on the Grantor Parcel.
8. **Choice of Law.** This Agreement shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed this _____ day of _____, 2020.

GRANTOR:
CITY OF MILTON

GRANTEE
JSLB, INC.

By: _____

By: Lawrence W. Schulz
Lawrence W. Schulz, President

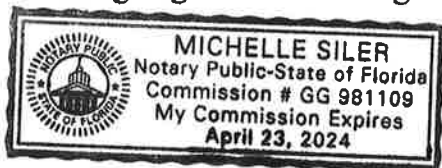
STATE OF WISCONSIN)
) ss.
COUNTY OF ROCK)

Personally came before me this _____ day of _____, 2020, the above-named _____ and _____, by and on behalf of the City of Milton, to me known to be the persons who executed the foregoing and acknowledged the same.

Name: _____
Notary Public, State of Wisconsin
My Commission: _____

STATE OF FLORIDA)
) ss.
COUNTY OF Collier)

Personally came before me this 4 day of August, 2020, the above-named Lawrence W. Schulz, by and on behalf of JSLB, Inc., to me known to be the person who executed the foregoing and acknowledged the same.



Michelle Siler
Name: Michelle Siler
Notary Public, State of Florida
My Commission: 66981109

This instrument drafted by:
Attorney Vernon J. Jesse, Murphy Desmond S.C., P.O. Box 2038
Madison, WI 53701-2038 (608) 257-7181

EXHIBIT A

City of Milton Property

Outlot 1, Brown Heights Third Addition, City of Milton, Rock County, Wisconsin.

EXHIBIT B

Grantee's Property

Lot 61, Brown Heights Third Addition, City of Milton, Rock County, Wisconsin. Excepting therefrom land conveyed for highway purposes in Warranty Deed from Arthur T. Donaldson to the State of Wisconsin, Department of Transportation, dated April 17, 1997, recorded May 12, 1997 as Document No. 1329351.

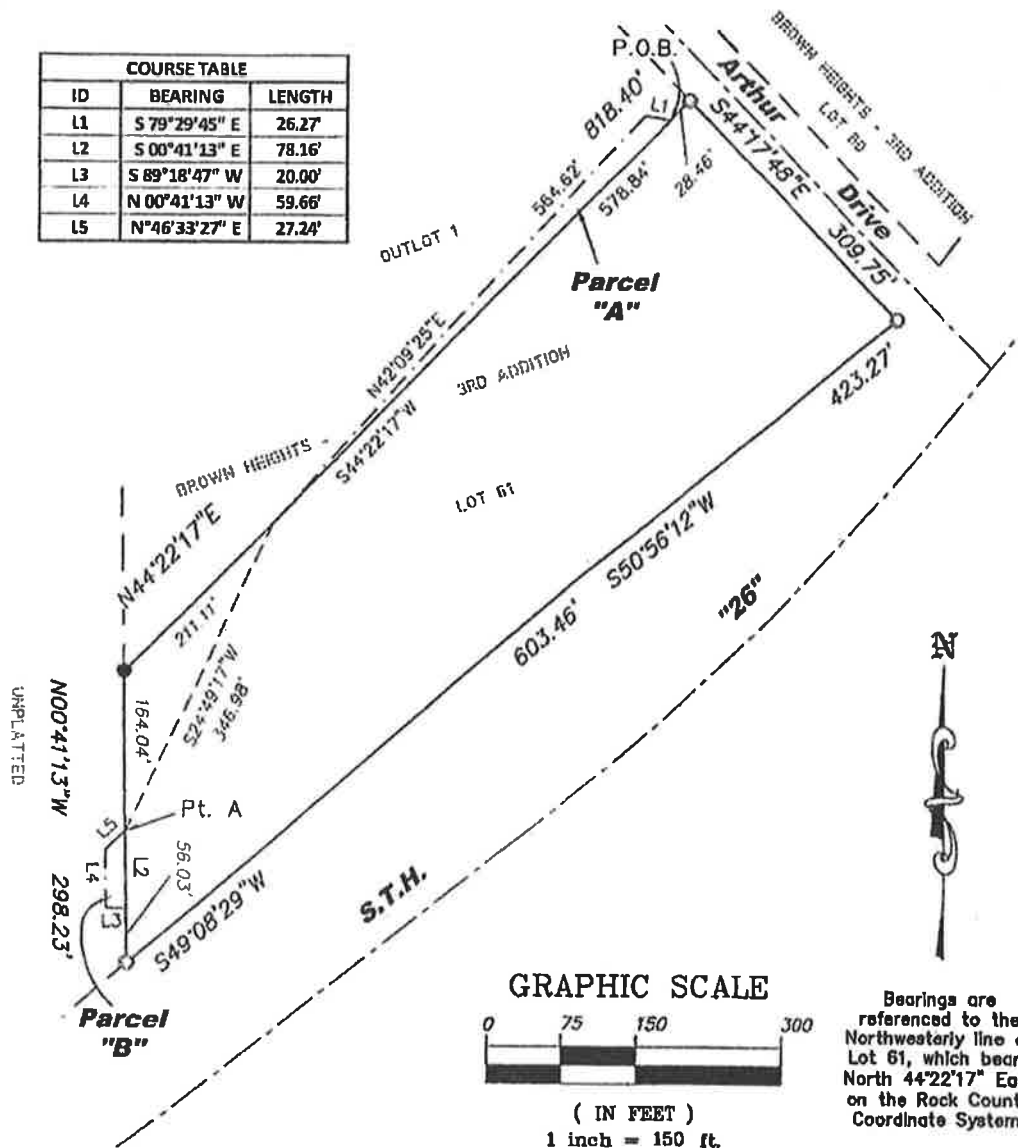
EXHIBIT C

Map Depicting Grading Easement

EXHIBIT C

**A part of the S 1/2 of the SE 1/4, Section 34, T4N., R13E.,
City of Milton, Rock County, Wisconsin**

COURSE TABLE		
ID	BEARING	LENGTH
L1	S 79°29'45" E	26.27'
L2	S 00°41'13" E	78.16'
L3	S 69°18'47" W	20.00'
L4	N 00°41'13" W	59.66'
L5	N°46'33'27" E	27.24'



LEGEND

- 3/4" Iron Rebar Found
- 1-1/4" Iron Pipe Found
- Boundary Line
- - - Existing R/W Line
- - - Platted Lot Line
- - - Proposed Easement Limits
- - - Proposed Easement Center Line

NOTES

1. COURSE DATA SHOWN ARE THE LIMITS OF THE TEMPORARY EASEMENTS.
2. SEE EXHIBIT C FOR LEGAL DESCRIPTION.

EASEMENT EXHIBIT - TEMPORARY GRADING

PROJECT NO. LS-04-18 SHEET 3 OF 4
JULY 10, 2020

QUAM ENGINEERING, LLC

Residential and Commercial Site Design Consultants



www.quamengineering.com

4204 Siggelow Road, Suite A - McFarland, Wisconsin 53558
Phone (608) 836-7750, Fax (608) 836-7752

EXHIBIT D

Temporary Grading Easement Legal Description

Part of the South 1/2 of the Southeast 1/4 of Section 34, Township 4 North, Range 13 East, City of Milton, Rock County, Wisconsin, being a temporary easement for grading purposes, described as follows:

COMMENCING at the Northwest corner of Lot 61, Brown Heights Third Addition, also being a point on the Southerly right-of-way of Arthur Drive; thence, along a line common to said Lot 61 and Outlot 1, South 44°22'17" West, 28.46 feet to the **POINT OF BEGINNING**;

thence, continuing along said line common to Lot 61 and Outlot 1, South 44°22'17" West, 578.84 feet;

thence North 42°09'26" East, 564.62 feet;

thence South 79°29'45" East, 26.27 feet to a point on said line common to Lot 61 and Outlot 1, being a **POINT OF TERMINUS**;

and, **COMMENCING** at **POINT A**, being a point on the Westerly line of said Lot 61, being South 00°41'13" East, 164.04 feet from the Northwestern corner of said Lot 61;

thence, along said Westerly line, South 00°41'13" East, 78.16 feet;

thence South 89°18'47" West, 20.00 feet;

thence, along a line parallel to said Westerly line, North 00°41'13" West, 59.66 feet;

thence North 46°33'27" East, 27.24 feet to **POINT A**, being a **POINT OF TERMINUS**.

Parcel "A" of said easement containing 6,314 square feet or 0.145 acres, more or less; Parcel "B" of said easement containing 1,378 square feet or 0.032 acres, more or less; both parcels being subject to all matters of record and/or fact.